

Form PTO-1594 (Rev. 03-11)
OMB Collection 0851-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(les):

Reflex Photonique Inc./Reflex Photonics Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Canadian Corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 28, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(les)

Additional names, addresses, or citizenship attached? Yes No

Name: BDC Capital Inc.

Internal Address: _____

Street Address: 5 Place Ville-Marie, Suite 500

City: Montreal

State: Quebec

Country: Canada Zip: H3B 5E7

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Institution Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
3469804, 3469803, 3269336 and 3313524

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Me Kim Toffoli

Internal Address: KAUFMAN LARAMEE LLP

Street Address: 800 René-Lévesque Blvd. West
Suite 2220

City: Montreal

State: Quebec Zip: H3B 1X9

Phone Number: (514) 875-7550

Fax Number: (514) 875-7147

Email Address: ktoffoli@kaufmanlaramee.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number SEE PTO-2038 FORM

Authorized User Name _____

9. Signature:



Signature

February 2, 2012

Date

KIM TOFFOLI

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$115.00 3469804

<small>TRADEMARKS</small> <small>REGISTRATION NUMBERS</small>	
REFLEX PHOTONICS (standard character mark)	3469803
INTERBOARD (standard character mark)	3269336
LIGHT ON BOARD (standard character mark)	3313524

RECEIVING PARTY/CREDITOR

Mr. Maxime Tourageau
BDC CAPITAL INC.
 5 Place Ville-Marie
 Suite 500
 Montreal, Quebec, H3B 5E7

CONVEYING PARTY / REGISTERED OWNER OF TRADEMARKS

RÉFLEX PHOTONIQUE INC. / REFLEX PHOTONICS INC.
 195 Labrosse Avenue
 Pointe-Claire, Québec, H9R 1A3

In accordance with the Federal Rules of Practice 37 C.F.R. 6(b)(6) and 3.41, we enclose herewith a PTO-1594 Form for recordation and would hereby request that the Security Agreement be recorded against the aforementioned Trademarks and/or Trademarks Applications and confirmation of same be returned to the undersigned.

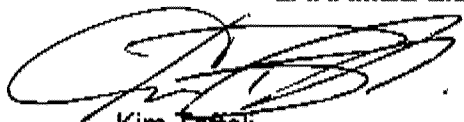
Please find enclosed herewith a PTO2038 Form for payment of the fees required for the registration of the aforementioned Security Agreement.



We trust you will find the whole in order and would ask you to communicate with the undersigned should you have any questions or require further documentation with respect to the above and the enclosed.

Yours very truly,

KAUFMAN LARAMÉE L.L.P.



Kim Toffoli
KT/cg

Encl.

cc. Mr. Ishain Chahim



**UNIVERSAL HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

A P P E A R E D:

BDC CAPITAL INC., a wholly-owned subsidiary of Business Development Bank of Canada, duly constituted in accordance with the *Canada Business Corporations Act*, having a place of business in the City of Montreal at 5 Place Ville-Marie, Suite 500, Province of Quebec, H3B 5E7, herein acting and represented by Ms. Danielle Landry, its Vice-President, Subordinate Financing and Ms. Marie Salama, its Managing Director, Subordinate Financing, hereunto duly authorized by a resolution of its sole shareholder, Business Development Bank of Canada, adopted on the 10th day of November, 2011, themselves represented by Kim Toffoli, of the law firm Kaufman Laramée L.L.P., pursuant to a power of attorney under private seal dated January 11, 2012; the certified extract of the resolution and the power of attorney are appended hereto as Schedule "A";

The notice of address of BDC Capital Inc. is registered at the Personal and Movable Real Rights Registry Office under number 034336.

(hereinafter called "BDC Capital")

A N D:

RÉFLEX PHOTONIQUE INC. / REFLEX PHOTONICS INC., a legal person duly incorporated having its head office located at 195 Labrosse Avenue, in Pointe-Claire, Province of Quebec, H9R 1A3, represented hereto by Mr. Khalid Ahmad, its President, duly authorized hereto by resolutions of the Board of Directors, a certified copy of which is appended hereto as Schedule "B", and a Consent by Class A Special Approval, a copy of which is also appended hereto as Schedule "C";

(hereinafter called the "Investee")

WHO HAVE DECLARED AND AGREED AS FOLLOWS:

I. THE SECURED OBLIGATIONS

The hypothec and security interest in this agreement is granted to secure:

- A) all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise, of the Investee towards BDC Capital:
 - i) under or pursuant to this agreement, as amended or restated from time to time;
 - ii) under or pursuant to the Investment Agreement entered into on the date hereof by and between BDC Capital and the Investee and its schedules (collectively, the "Investment Agreement"), and including any amendments

or renewals thereof and any replacements or substitutions therefor; and

- B) all other obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise, of the Investee to BDC Capital, it being understood that any new obligation of the Investee to BDC Capital secured hereby will be one for which the Investee has obligated itself again under the provisions of this agreement in accordance with Article 2797 of the Civil Code of Quebec.

All obligations secured by this hypothec are herein called the "**Secured Obligations**", and such expression includes interest, costs and damages.

II. HYPOTHEC

1. To secure the payment and the performance of the Secured Obligations, the Investee hypothecates and creates a security interest in the universality of all its movable property, corporeal and incorporeal, present and future, of whatever nature and wherever situated (the "**mortgaged property**").
2. Without limiting the generality of the foregoing, the mortgaged property includes the universality of the intellectual property of the Investee, present and future, including any present or future intellectual property rights that the Investee may claim as an owner, holder or licensee or in any other capacity as user of intangible property pursuant to any intellectual property laws, patent laws, copyright laws, industrial design laws, integrated circuit topography laws, laws protecting moral rights, competition laws, or any other similar laws, in force presently or in the future, in any jurisdiction around the world, including without limitation: domestic and foreign trademarks, business names, trade names, domain names, trading styles, patents, trade secrets, industrial designs and copyrights, whether registered or unregistered, and inventions, discoveries, inventor's notes, formulae, recipes, product formulations, processes and processing methods, improvements, know-how, manufacturing and production processes and techniques, research and development information, drawings, schematics, plans and computer data (including formulations and analyses), computer software (in source code and object code form) and all related programming, technology and techniques, user and systems documentation and licenses related thereto, and all registrations and applications to register the foregoing, and any renewal, extension, reissue, continuation, re-examination, derivation or modification thereof and all goodwill associated or related thereto, including, without limitation, the intellectual property listed in Schedule "D" of this hypothec.
3. The following property constitutes "mortgaged property" and, to the extent that it is not already included in the description in paragraphs 1 and 2 hereinabove, is also charged by the hypothec and security interest constituted hereunder; therefore, the terms "mortgaged property" also include the following property:
 - a) the proceeds of any sale, lease or other disposition of the property described in paragraphs 1 and 2 hereinabove, any

- debt resulting from such sale, lease or other disposition, as well as any property acquired to replace the mortgaged property;
- b) any insurance or expropriation proceeds payable in respect of the mortgaged property;
 - c) the principal and income of the mortgaged property as well as any rights attached to the mortgaged property;
 - d) where the property described in paragraphs 1 and/or 2 hereinabove includes shares or securities, all other shares and securities issued in replacement of these shares or securities; and
 - e) all deeds, documents, registers, invoices and books of account evidencing the mortgaged property or relating thereto.
4. This hypothec is granted for the sum of three million five hundred thousand dollars (\$3,500,000.00), with interest at the rate of twenty-five percent (25%) per annum from the date hereof.

III. ADDITIONAL HYPOTHEC

To secure the payment of interest not already secured by the hypothec created in Article II and to further secure the payment and the performance of the Secured Obligations, the Investee hypothecates all the property described or referred to in Article II for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec created in Article II.

IV. INVESTEE'S DECLARATIONS

The Investee declares and warrants the following:

- 1. The Investee is the absolute owner of the movable property described in Article II; the mortgaged property is free and clear of all real rights, hypothecs or security, except as follows:
 - i. a movable hypothec in favour of CapitalAria, SAS in the amount of six hundred thousand dollars (\$600,000.00) on the universality of the Investee's movable property, and registered at the *Registre des droits personnels et réels mobiliers* ("RDPRM") on February 26, 2010 under number 10-0112172-0001, which shall be radiated concurrently or prior to the disbursement of the first (1st) tranche of the investment in the amount of three million five hundred thousand dollars (\$3,500,000.00) (the "**Investment Amount**") by BDC Capital in favour of the Investee pursuant to the Investment Agreement;
 - ii. a movable hypothec in favour of MSBI Valorisation Inc. in the amount of ninety-six thousand dollars (\$96,000.00) on the universality of the Investee's movable property, and registered at the RDPRM on March 9, 2010 under number 10-0133987-0001, which shall be radiated concurrently or prior to the disbursement of the first (1st) tranche of the Investment Amount;
 - iii. a movable hypothec in favour of Fonds d'Investissement MSBI, Société en commandite / MSBI Investment Fund,

- Limited Partnership in the amount of four million five hundred and forty-eight thousand dollars (\$4,548,000.00) on the universality of the Investee's movable property, and registered at the RDPRM on March 9, 2010 under number 10-0133987-0002, which shall be radiated concurrently or prior to the disbursement of the first (1st) tranche of the Investment Amount;
- iv. a movable hypothec in favour of Drew D. Perkins Trust – 1999 UDT in the amount of seventy-two thousand dollars (\$72,000.00) on the universality of the Investee's movable property, and registered at the RDPRM on March 9, 2010 under number 10-0133987-0003, which shall be radiated concurrently or prior to the disbursement of the first (1st) tranche of the Investment Amount;
- v. a movable hypothec in favour of CapitalAria, SAS in the amount of six hundred thousand dollars (\$600,000.00) on the universality of the Investee's movable property, and registered at the RDPRM on July 28, 2010 under number 10-0506197-0001, which shall be radiated concurrently or prior to the disbursement of the first (1st) tranche of the Investment Amount;
- vi. a movable hypothec in favour of CapitalAria, SAS in the amount of six hundred thousand dollars (\$600,000.00) on the universality of the Investee's movable property, and registered at the RDPRM on November 15, 2010 under number 10-0803554-0001, which shall be radiated concurrently or prior to the disbursement of the first (1st) tranche of the Investment Amount;
- vii. a movable hypothec in favour of Banque Royale du Canada in the amount of nine hundred seventy-seven thousand five hundred dollars (\$977,500.00) on the Investee's claims, and registered at the RDPRM on February 16, 2011 under number 11-0097768-0020, for which a cession of rank shall be granted by Banque Royale du Canada in favour of BDC Capital on the Investee's claims excluding the scientific research and experimental development ("SR&ED") tax credits, present and future;
- viii. a movable hypothec in favour of Banque Royale du Canada in the amount of six hundred and three thousand seven hundred fifty dollars (\$603,750.00) on the universality of the Investee's movable property (except all present and future assets pertaining to intellectual property), and registered at the RDPRM on February 16, 2011 under number 11-0097768-0021, for which a cession of rank shall be granted by Banque Royale du Canada in favour of BDC Capital on the universality of movable property of the Investee, excluding inventory and accounts receivable generated in the normal course of business;
- ix. a movable hypothec in favour of Investissement Québec in the amount of two hundred and forty thousand dollars (\$240,000.00) on the universality of the Investee's movable property, and registered at the RDPRM on May 11, 2011 under number 11-0338592-0001, which shall be radiated concurrently or prior to the disbursement of the first (1st) tranche of the Investment Amount.

2. The Investee is in compliance with all applicable laws, ordinances, regulations and policies, the breach of which could have an adverse effect on the Investee's business or its ability to perform the Secured Obligations including environmental laws and regulations.
3. The rents and income of the mortgaged property have not been assigned to any third party.
4. If the Investee is an individual, the Investee's matrimonial status is as follows: N/A
5. The mortgaged property is and will be situated in the Province of Quebec, except for the following property: N/A
6. The Investee's head office (or domicile, if the Investee is an individual) is located at the following address: 195 Labrosse Avenue, in Pointe-Claire, Province of Quebec, H9R 1A3 and the Investee has movable property in the offices located at the following addresses: i) 1250 Oakmead Parkway, Suite 210, Sunnyvale, CA, 94085, USA; ii) 2629 Townsgate, Suite 235, Westlake Village, CA, 91361, USA; and iii) 970 Fraser Drive, Burlington, Ontario, L7L 5P5.

V. **COVENANTS**

1. The Investee shall inform BDC Capital without delay of any change to its name or to the content of the representations made in article IV.
2. On demand, the Investee shall deliver to BDC Capital a copy of all leases relating to the mortgaged property and shall provide to BDC Capital any and all information relating to said leases. On demand, the Investee shall provide all original documents required to protect BDC Capital's right.
3. The Investee shall pay, when due, all duties, taxes and charges relating to the mortgaged property, as well as any debt which could rank prior to the hypothec and security interest constituted hereunder and shall provide to BDC Capital, on demand, evidence that the payments described herein have been made.
4. The Investee shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. The Investee shall also obtain insurance covering loss of revenue resulting from loss of or damage to the mortgaged property. BDC Capital is hereby designated as the beneficiary of the indemnities payable under these policies. The Investee shall cause such designation to be inscribed in the policies which must also contain the customary clauses protecting hypothecary creditors in the form approved by the Insurance Bureau of Canada. The Investee shall provide BDC Capital with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, the Investee shall provide to BDC Capital evidence of the renewal or replacement thereof. Receipt by BDC Capital of such proceeds, whether or not

remitted to or endorsed by the Investee shall not reduce BDC Capital's rights and privileges unless said proceeds are applied expressly as a reduction of any outstanding balance and shall not in any case constitute novation.

5. The Investee shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be perfected and constantly enforceable against third parties.
6. The Investee shall protect and adequately maintain the mortgaged property and exercise its activities in such a manner as to preserve its value. The Investee shall fully comply with all laws and regulations applicable to the operation of its business and to the mortgaged property, including without limitation environmental laws and regulations.
7. The Investee shall keep all books, records and accounts which a prudent administrator would keep with respect to the mortgaged property and shall permit BDC Capital to examine said books, records and accounts and to obtain copies of same.
8. The Investee shall keep the mortgaged property free of all real rights, hypothecs or security, save those which BDC Capital has consented to in writing. The Investee shall not give, grant, assume or permit to exist, any lien, hypothec, mortgage, security interest or other encumbrance on any of its assets that are subject to the hypothec and security interest constituted hereunder other than encumbrances agreed to in writing by BDC Capital and it shall not grant any licenses in or of its intellectual property other than as disclosed and consented to by BDC Capital or in the ordinary course of business with notice thereof to BDC Capital.
9. The Investee shall not sell, assign, dispose of nor lease the mortgaged property, including without limitation, the licensing of any intellectual property, unless BDC Capital consents thereto in writing. Notwithstanding any such sale, assignment or disposal, the Investee shall remain liable for the payment of the Secured Obligations and this deed shall remain in full force and effect. However, if not in default hereunder, the Investee may sell its inventory or lease the mortgaged property in the ordinary course of its business and at market conditions, or license its intellectual property in the ordinary course of business with notice thereof to BDC Capital. Moreover, if a sale, assignment or disposition is made without BDC Capital's prior consent, BDC Capital shall be entitled to demand immediate repayment of the Secured Obligations, even if they are not yet due.
10. The Investee shall not change the use, destination or nature of the mortgaged property nor remove the mortgaged property from its present location without the prior written consent of BDC Capital, under reserve of paragraph 9 herein.
11. If the Investee is a corporation, the Investee shall not amalgamate with another person, nor proceed with an arrangement with its creditors, nor commence dissolution or liquidation proceedings, without the prior written consent of BDC Capital.
12. The Investee shall provide to BDC Capital all information reasonably required by it with respect to the mortgaged property or

to verify if the Investee is in compliance with the covenants and obligations contained herein. The Investee shall inform BDC Capital of any fact or event which could adversely affect the value of the mortgaged property or the financial condition of the Investee.

13. The Investee, with respect to the intellectual property, shall take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the intellectual property, to defend the intellectual property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the intellectual property.
14. The Investee, with respect to copyrights forming part of the intellectual property, shall provide to BDC Capital waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work.
15. On demand, the Investee shall pay the amount of any loss suffered by BDC Capital due to the repayment before maturity of the Secured Obligations, whatever may be the cause of such repayment (including where a repayment is made further to an event of default). The amount of this loss shall form part of the Secured Obligations.
16. The Investee shall pay all costs incurred by BDC Capital with respect to this deed and to any release relating thereto, including the fees of BDC Capital's legal counsel and fees incurred in order to render BDC Capital's rights opposable to third parties.
17. The Investee shall reimburse BDC Capital for all costs and expenses incurred by it in order to exercise its rights or to fulfill the obligations of the Investee, the whole with interest from the date the costs and expenses are incurred or paid by BDC Capital at the annual rate then applicable to the principal pursuant to the loan or investment agreement for which BDC Capital exercises its rights or fulfills the obligations of the Investee. The hypothec and security interest granted hereby under Article II hereof shall also secure the reimbursement of said costs and expenses as well as the payment of said interest. All such costs and expenses incurred or paid by BDC Capital, with interest thereon, shall form part of the Secured Obligations.
18. The Investee shall at all times pay BDC Capital, at the latter's request, all judicial fees, charges or other legal expenses as well as extra judicial fees in accordance with the tariffs established under the Bar Act and its ensuing regulations, the expenses and fees of an agent or trustee, or any costs incurred in the course of ensuring fulfillment of all of the Investee's obligations hereunder, protecting and realizing the assets given as security under the hypothec and security interest constituted hereunder, or appraising the assets during the life of the loan and/or the term of the investment or in the event of their liquidation.

In addition, the Investee covenants to pay the costs of any appraiser and any environmental investigator engaged by BDC Capital to effect any inspection, appraisal, investigation or environmental audit of the secured assets during the life of the loan and/or the term of the investment or in the event of their liquidation, and the cost of any environmental rehabilitation, removal, or repair necessary to protect, preserve or remediate the secured assets.

including any fine or penalty BDC Capital is obliged to incur by reason of any statute, order or direction by competent authority.

19. Where the mortgaged property includes inventory and accounts receivable, the Investee shall provide BDC Capital monthly with a statement (by category) of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable (indicating their amount and age).

VI. ENVIRONMENT

The Investee represents and agrees that:

- a) it operates and will continue to operate in conformity with all environmental laws and will ensure its staff is trained as required for that purpose;
- b) its assets are and will remain free of environmental damage or contamination;
- c) there has been no complaint, prosecution, investigation or proceeding with respect to the Investee's business or assets;
- d) it will advise BDC Capital immediately upon becoming aware of any environmental problem;
- e) it will provide BDC Capital with copies of all communications with environmental officials and all studies or assessments prepared for the Investee and does consent to BDC Capital contacting and making inquiries of officials or assessors.

VII. RIGHTS OF BDC CAPITAL

- 1. BDC Capital may inspect or have the mortgaged property appraised from time to time at the Investee's expense. For that purpose, the Investee shall permit BDC Capital to have access to the mortgaged property and to the premises where the mortgaged property is located and to the Investee's places of business for that purpose. The Investee shall also allow BDC Capital to examine and obtain copies of all books of account and documents relating to the mortgaged property.
- 2. BDC Capital may inspect and copy the Investee's books and records, either at the Investee's premises or at the financial advisor's premises. BDC Capital may contact and make inquiries with the Investee's lessors as well as environmental officials, assessors, municipal authorities and any taxing body.

In addition to the reporting requirements set out herein, BDC Capital may require the opinion of an independent qualified auditor.

- 3. BDC Capital may, without being bound to do so, fulfill any or all of the obligations of the Investee hereunder.

4. The Investee may collect all debts forming part of the mortgaged property until BDC Capital withdraws its authorization to the Investee to do so. Upon such withdrawal, BDC Capital may collect such debts and shall be entitled to a reasonable commission which it may deduct from any amount collected.
5. Where the mortgaged property includes shares or securities, BDC Capital may, without being bound to do so, cause itself to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
6. If BDC Capital has possession of the mortgaged property, it shall have no obligation to maintain the use for which the mortgaged property is normally intended, to make it productive or to continue its use or operation. However, BDC Capital may, without being bound to do so, sell the mortgaged property in its possession where the mortgaged property is likely to perish or depreciate or decrease in value.
7. The Investee constitutes and appoints BDC Capital as its irrevocable attorney, with full power of substitution, to do any act and to sign any document necessary or useful to the exercise of the rights conferred on BDC Capital hereunder.
8. BDC Capital shall register assignments of the intellectual property, and shall have the right to use, sell, assign, license or sub-license any of the intellectual property.
9. The rights conferred on BDC Capital under this Article VII may be exercised by BDC Capital irrespective of whether the Investee is or is not in default hereunder.

VIII. DEFAULTS AND RECOURSES

1. The Investee shall be in default in each and every one of the following events:
 - a) If the Debtor is in default in the performance or payment of any of the Secured Obligations;
 - b) If any of the representations made in Article IV or warranty made herein is inaccurate or ceases to be accurate;
 - c) If the Investee does not fulfill any one of its covenants hereunder;
 - d) If the Investee is in default under the Secured Obligations and/or any loan with any other lender or creditor;
 - e) If the Investee or any guarantor of the Secured Obligations is in default under any other contract or agreement between it and BDC Capital, and/or any other lender or creditor, and/or is in default under any other hypothec or security granted in favour of BDC Capital and/or any other lender or creditor which affects the mortgaged property;

- f) If the Investee ceases to carry on its business, becomes insolvent or bankrupt;
 - g) If any or all of the mortgaged property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions;
 - h) An order of execution against the Investee's assets or any part thereof remains unsatisfied for a period of ten (10) days;
 - i) The Lessor under any lease to the Investee of any immovable/real or moveable/personal property, has taken any steps to or threatens to terminate such lease, or otherwise exercises any of its remedies under such lease as a result of any default thereunder by the Investee;
 - j) The Investee causes or allows hazardous materials to be brought upon any land or premises occupied by the Investee or incorporated into any of its assets without BDC Capital's prior consent, or if the Investee causes, permits or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority;
 - k) Default under any operating permit, lease of land or movable property or personal property or in arrears of payment to any tax authority.
2. Upon the Investee's default, BDC Capital may terminate any obligation it may have had to grant credit or make advances to the Investee and declare exigible all obligations of the Investee which are not yet due. Upon such default, BDC Capital may also exercise all recourses available to it under applicable law and realize on its hypothec and security interest, namely by enforcing the hypothecary rights provided in the *Civil Code of Quebec*.
3. In order to realize on its hypothec and security interest, BDC Capital may use the premises where the mortgaged property and other property of the Investee are situated at the expense of the Investee. Where the mortgaged property includes debts, BDC Capital may compromise or transact with the debtors of these debts and may grant releases and discharges in respect of same. Where the mortgaged property includes inventory, BDC Capital may complete the manufacture of such inventory and do all things necessary or useful to its sale.

IX. GENERAL PROVISIONS

1. The hypothec and security interest created hereunder are in addition to and not in substitution for any other hypothec or security held by BDC Capital.
2. This hypothec and security interest created hereunder are a continuing security and shall continue in effect notwithstanding any payment from time to time, in whole or in part, of the Secured Obligations. Furthermore, any new obligation of the Investee towards BDC Capital secured hereby will be one for which the

Investee has obligated itself again in accordance with Article 2797 of the *Civil Code of Quebec*. The Investee shall not, without BDC Capital's written consent, subrogate a third party in the hypothec or BDC Capital's rights hereunder.

3. In each case provided in paragraph 1 of Article VIII, the Investee shall be in default by the mere lapse of time, without the necessity of any notice or demand.
4. Any sum collected by BDC Capital in the exercise of its rights may be held by BDC Capital as mortgaged property or may be applied to the payment of the obligations secured hereunder, whether or not yet due. BDC Capital shall have discretion as to how any such collected sum shall be applied.
5. BDC Capital shall not be bound to exercise its rights resulting from these presents and shall not be responsible for the non-exercise of such rights. The Investee shall use its best efforts to ensure that the debts forming part of the mortgaged property be regularly paid and BDC Capital shall have no obligation to inform the Investee of any payment irregularity which it may know of.
6. The exercise by BDC Capital of any of its rights shall not preclude BDC Capital from exercising any other right resulting from the present deed or the Secured Obligations all the rights of BDC Capital are cumulative and not alternative. The failure of or forbearance by BDC Capital to exercise any of its rights arising from the present deed or the Secured Obligations shall not constitute a renunciation to the later exercise of such right. BDC Capital may exercise its rights arising from these presents without being required to exercise any right against the Investee or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security held for the payment of such obligations. No action or omission on the part of BDC Capital shall constitute or imply a renunciation of its rights to decide the Investee is in default or to avail itself of its rights pursuant to such default, unless BDC Capital explicitly declares otherwise after the default has occurred.
7. BDC Capital shall only be required to exercise reasonable care in the exercise of its rights or the performance of its obligations hereunder and, in any event, shall only be liable for its intentional fault or gross negligence.
8. BDC Capital may delegate to another person the exercise of its rights or the performance of its obligations resulting from these presents. In such a case, BDC Capital may provide that person with any information it may have concerning the Investee or the mortgaged property.
9. The rights of BDC Capital hereunder shall also benefit any successor of BDC Capital, including any entity resulting from the amalgamation of BDC Capital with another person.
10. Neither the signature of this deed, nor the registration of the rights created hereby shall constitute, nor be interpreted as an undertaking by BDC Capital to provide the Investee with any financial assistance of any type whatsoever.

X. INTERPRETATION

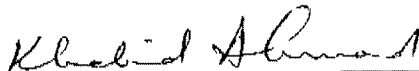
1. If the word "Investee" designates more than one person, each such person shall be jointly and severally liable to BDC Capital for the performance of all the obligations provided in this deed.
2. The rights and recourses of BDC Capital may be exercised against all the mortgaged property or separately against any portion thereof.
3. This deed shall be governed and interpreted by the law in force in the Province of Quebec and the applicable federal laws. This deed must also be interpreted as to ensure that the mortgaged property located in another jurisdiction be charged by a valid hypothec and/or security interest in accordance with the law in force in said jurisdiction.
4. The parties hereto have expressly agreed that this deed be executed in the English language. *Les parties ont expressément convenu que le présent acte soit rédigé en anglais.*

XI. ELECTION OF DOMICILE

The Investee elects domicile at the address set forth in the heading of this Hypothec. Should BDC Capital be unable to reach the Investee at such address or at the last address provided by the Investee in writing, then the Investee elects domicile at the Office of the Clerk of the Superior Court of the District of Montreal.

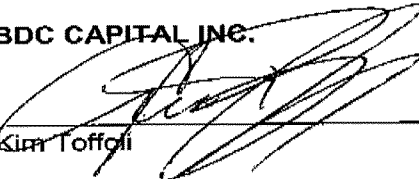
WHEREOF the parties have signed in Montreal, on this 28th day of January, 2012.

**RÉFLEX PHOTONIQUE INC. /
REFLEX PHOTONICS INC.**



Per: Khalid Ahmad

BDC CAPITAL INC.



Per: Kim Toffoli

SCHEDULE "A"

TO

**THE UNIVERSAL HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**RÉFLEX PHOTONIQUE INC. /
REFLEX PHOTONICS INC.**

RESOLUTION AND PROXY OF BDC CAPITAL

(SEE FOLLOWING PAGES)

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COPIE CERTIFIÉE DE LA RÉOLUTION DE L'UNIQUE ACTIONNAIRE DE BDC CAPITAL INC. (la « Société ») ADOPTÉE LE 10 NOVEMBRE 2011

ATTENDU que l'unique actionnaire de la Société, la Banque de développement du Canada, a décidé, par déclaration écrite de l'unique actionnaire en vertu de l'article 146(2) de la Loi canadienne sur les sociétés par actions, de restreindre en totalité les pouvoirs des administrateurs de la Société et de les octroyer à l'unique actionnaire.

POUVOIR DE SIGNATURE – FINANCEMENT SUBORDONNÉ

1. Que deux des personnes suivantes, à savoir un directeur associé, un directeur, un directeur général, un vice-président adjoint ou un cadre d'un niveau de vice-président ou supérieur du groupe Financement subordonné de BDC ou du groupe d'Intervention en restructuration d'entreprise de BDC, ou un cadre d'un niveau de vice-président adjoint ou supérieur du groupe Gestion du risque de crédit de BDC, soient autorisées par les présentes à signer, exécuter et remettre, pour le compte de BDC, de façon générale et sans que l'énumération qui suit en restreigne la portée, toutes les ententes et tous les contrats qui ont trait aux activités de financement subordonné de BDC (collectivement, les « instruments ») autres que ceux dont il est question à l'article 2, qui, de l'avis de ces personnes désignées, pourraient se révéler nécessaires pour les besoins de BDC, incluant entre autres :

Les lettres d'offre de crédit et/ou les ententes de prêt ou d'investissement, les actes d'aliénation, d'acquisition, de subrogation ou de priorité de rang, les actes de cession, les conventions de bail, les actes d'hypothèque et de charges grevant des biens personnels, meubles, réels ou immobiliers, y compris les créances, les revendications et les droits d'action de quelque nature que ce soit, ainsi que les mainlevées, les renonciations et les prorogations, les procurations, les accords de priorité, les lettres de garantie, les billets à ordre, les lettres de change, les mandats de paiement, les conventions de souscription, les conventions entre actionnaires, les conventions de blocage, les conventions d'achat et de vente de titres ou d'éléments d'actif,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de désigner toute autre personne ou toutes autres personnes comme fondés de pouvoirs légitimes de BDC en vue de signer, de valider et de remettre tout instrument précité.

2. Que deux des personnes suivantes, à savoir un directeur associé, un directeur, un directeur général, un vice-président adjoint ou un cadre d'un niveau de vice-président ou supérieur du groupe Financement subordonné de BDC ou du groupe d'Intervention en restructuration d'entreprise de BDC, ou un cadre d'un niveau de vice-président adjoint ou supérieur du groupe Gestion du risque de crédit de BDC, ou l'une de ces personnes conjointement avec un agent administratif ou une personne occupant un poste supérieur soient autorisées par les présentes à signer, exécuter et remettre, pour le compte de BDC, les ententes et les contrats qui suivent et qui ont trait aux activités de financement subordonné de BDC :

Les modifications aux lettres d'offre de crédit ou aux conventions de prêts,

avec pleins pouvoirs de substitution dans certaines circonstances leur conférant le droit de

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V. A.



désigner toute autre personne ou toutes autres personnes comme fondés de pouvoirs légitimes de BDC en vue de signer, de valider et de remettre tout document précité.

3. Qu'une des personnes suivantes, à savoir un directeur associé, un directeur, un directeur général, un vice-président adjoint, ou un cadre d'un niveau de vice-président ou supérieur du groupe Financement subordonné de BDC ou du groupe d'intervention en restructuration d'entreprise de BDC, ou un cadre d'un niveau de vice-président adjoint ou supérieur du groupe Gestion du risque de crédit de BDC ou un vice-président, Affaires juridiques, un vice-président adjoint, Affaires juridiques, un avocat, un analyste juridique, un adjoint juridique principal ou un adjoint juridique, soit autorisée par les présentes à signer, valider et remettre, pour le compte de BDC, les ententes et les contrats suivants qui engagent BDC, qui ont trait aux activités de financement subordonné de BDC :

Les libérations, les décharges, les quittances,

avec pleins pouvoirs de substitution dans certains cas lui conférant le droit de désigner une ou des personnes différentes comme fondés de pouvoirs légitimes de BDC en vue de signer, de valider et de remettre tout document précité.

Je, soussigné, Sylvain Gendron, secrétaire adjoint de la Société, certifie que la présente est une copie exacte et complète de la résolution de l'unique actionnaire de la Société dûment adoptée le 10 novembre 2011 et que cette résolution est présentement en vigueur. Je certifie de plus que Danielle Landry et Marie Salama ont été nommées respectivement aux postes de Vice-présidente, Financement subordonné et Directrice générale, Financement subordonné et qu'elles occupent présentement ces fonctions.

DATÉE DU: 10 janvier 2012


Sylvain Gendron
Secrétaire adjoint



PROCURATION

BDC Capital inc., une filiale à part entière de la Banque de développement du Canada, dûment constituée en vertu de la Loi canadienne sur les sociétés par actions, ayant un établissement au 5, Place Ville-Marie, bureau 500, Montréal (Québec) H3B 5E7, et représentée aux présentes par M^{me} Danielle Landry, vice-présidente et M^{me} Marie Salama, directeur général, dûment autorisées aux fins des présentes, telle qu'elles le déclarent,

NOMME ET CONSTITUE :

M^o Kim Toffoli, Avocate

son mandataire spécial à qui elle donne pouvoir de signer en son nom, tous actes et documents et autres effets qu'elle juge nécessaire contenant les conditions et garanties attachées à l'investissement numéro 064575-01 consenti à « **Reflex Photonics Inc.** » (l'« **Emprunteur** »).

FAIT ET SIGNÉ en la cité de Montréal, province de Québec, ce 11^e jour du mois de janvier deux mille douze (2012).

BDC CAPITAL INC., filiale à part entière de la **BANQUE DE DÉVELOPPEMENT DU CANADA**.

A handwritten signature in cursive script, appearing to read 'D. Landry', written over a horizontal line.

Par : Danielle Landry CA, Vice-présidente
Financement subordonné

A handwritten signature in cursive script, appearing to read 'M. Salama', written over a horizontal line.

Par : Marie Salama, Directeur général
Financement subordonné

Handwritten initials
K.A.

SCHEDULE "B"

TO

**THE UNIVERSAL HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**RÉFLEX PHOTONIQUE INC. /
REFLEX PHOTONICS INC.**

RESOLUTIONS OF THE INVESTEE

(BOARD OF DIRECTORS)

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**RÉFLEX PHOTONIQUE INC. / REFLEX PHOTONICS INC.
(the "Corporation")**

RESOLUTION OF INVESTEE

"Upon motion, duly proposed and seconded, it was unanimously resolved:

THAT the Corporation borrow from BDC Capital Inc. ("**BDC Capital**"), the principal sum in the total amount of three million five hundred thousand dollars (\$3,500,000.00) on the terms and at the interest rate set forth in BDC Capital's Letter of Offer of Investment dated December 12, 2011, its schedules, and all amendments thereto (collectively, the "**Letter of Offer**"), as well as the Investment Agreement (hereinafter defined). Such interest shall be calculated from the date of any disbursement and shall be calculated and payable monthly with interest on all overdue interest at the same rate;

THAT to guarantee the fulfillment of the obligations of the Investee pursuant to the terms of the Letter of Offer, the Corporation enter into, execute and deliver in favour of BDC Capital:

- = an Investment Agreement by and between BDC Capital and the Corporation (the "**Investment Agreement**") and a Memorandum of Understanding (the "**Memorandum of Understanding**");

THAT to guarantee the payment and the performance of all obligations, present and future, direct or indirect, of the Corporation towards BDC Capital, including, without limitation, the payment of all amounts owed, and the performance of all the obligations of the Corporation pursuant to the Investment Agreement, the Corporation enter into, execute and deliver in favour of BDC Capital:

- = a Deed of Universal Hypothec on Movable Property for Present and Future Obligations in the amount of three million five hundred thousand dollars (\$3,500,000.00), plus an additional hypothec equal to twenty percent (20%) of the amount of the principal hypothec, the whole bearing interest at an annual rate of twenty-five percent (25%), on the universality of all movable property of the Corporation, corporeal and incorporeal, present and future, as well as the proceeds of any sale, lease or other disposal of said property, any debt resulting from such sale, lease or other disposal, as well as any property acquired to replace the mortgaged property, any insurance or expropriation indemnity payable in respect of the mortgaged property, the fruits and income produced by the mortgaged property, as well as any rights attached thereto and all deeds, documents, registers, invoices, and books of account evidencing the mortgaged property or relating thereto (the "**Universal Movable Hypothec**"); and
- = a Deed of Hypothec on Movable Property and Pledge for Present and Future Obligations in the amount of two million dollars (\$2,000,000.00) on the benefits payable under the insurance on the life of David Rolston (the "**Insurance Policy**"), said Hypothec on Movable Property and Pledge for Present and Future Obligations shall include a principal hypothec in the amount of two million dollars (\$2,000,000.00) and an additional hypothec equal to twenty percent (20%) of the amount of the principal hypothec, the whole bearing interest at an annual rate of twenty-five percent (25%) (the "**Hypothec on Life Insurance**").



THAT the Corporation intervene to the Hypothec on Life Insurance as beneficiary of the Insurance Policy hypothecated in favour of BDC Capital pursuant to the terms thereof;

THAT the Corporation intervene to the postponement and subordination agreements to be executed by all the holders of Class "A", Class "B-1" and Class "B-2" Preferred Shares of the capital stock of the Corporation (collectively, the "Postponements");

THAT the Letter of Offer, and the draft Investment Agreement, Memorandum of Understanding, Universal Movable Hypothec, Hypothec on Life Insurance and Postponements (collectively, the "Documents") submitted to this meeting be and are hereby approved;

THAT the execution by Khalid Ahmad of the Letter of Offer for and on behalf of the Corporation be and is hereby ratified and confirmed;

THAT Khalid Ahmad, Director and President of the Corporation, be authorized to sign, for and on behalf of the Corporation, the Documents with the same form and content as the drafts submitted to the Directors, as well as any other appropriate document necessary to give effect to this resolution and to the Documents, Khalid Ahmad being duly authorized and empowered to negotiate and/or amend the terms and conditions of same."

The undersigned, President of **Réflex Photonique Inc./ Reflex Photonics Inc.**, hereby certifies that the foregoing is a true and correct copy of a written Resolution adopted by the Board of Directors of said Corporation on the 26th day of January, 2012, and that said Resolution is now in full force and effect, unamended.

DATED in Montreal, this 28th day of January, 2012.



Khalid Ahmad, President

SCHEDULE "C"

TO

**THE UNIVERSAL HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**RÉFLEX PHOTONIQUE INC. /
REFLEX PHOTONICS INC.**

CONSENT BY CLASS A SPECIAL APPROVAL

(SEE FOLLOWING PAGES)

TRADEMARK
REEL: 004709 FRAME: 0304

CONSENT
BY CLASS A SPECIAL APPROVAL

Articles of Amendment

Reference is made to the articles of amendment (the "**Articles of Amendment**") to be filed on or about the date hereof by Reflex Photonics Inc. (the "**Corporation**") in order: (A) to amend and restate the rights, privileges, restrictions and conditions attached to the existing Common Shares and Class A Preferred Shares, as set out in Appendix A attached to the special resolution of the shareholders of the Corporation signed by the shareholders on or about the date hereof (the "Appendix A"); and (B) to increase the authorized capital of the Corporation by the creation of: (i) an unlimited number of Class B-1 Preferred Shares; and (ii) an unlimited number of Class B-2 Preferred Shares, all without par value, having the rights, privileges, restrictions and conditions set out in Appendix A.

BDC Investment Agreement

Reference is also made to the investment agreement (the "**Investment Agreement**") to be entered into on or about the date hereof among the Corporation and BDC Capital Inc. ("**BDC**"), providing for, *inter alia*, subject to the conditions precedent to the Closing set forth in Section 12 of the Investment Agreement, the investment by BDC of an amount of \$3,500,000 by way of a secured loan in the Corporation under, among others, the following terms and conditions (the "**Investment**"): (i) an annual interest rate to be 12.95%, payable on a monthly basis; (ii) the Investment to be payable in one lump sum thirty six (36) months following the Closing Date; (iii) a bonus interest to be paid to BDC upon the earliest of one of the events listed in the Investment Agreement, the whole as provided in the Investment Agreement; (iv) an indemnity to be paid to BDC in the event of a prepayment or earlier payment, as provided in the Investment Agreement; (v) a monthly management fee in the amount of \$1,500 to be paid until the Investment is repaid in full; (vi) a security to be granted by the Corporation to BDC in the form of: (a) a universal moveable hypothec and all moveable property, present and future, ranking as provided in the Investment Agreement; and (b) a moveable hypothec on a life insurance policy on the life of David Rolston to be provided as set forth in the Investment Agreement; (vii) the undertaking by the Corporation to use the Investment for the sole purpose outlined in the Project as defined in the Investment Agreement. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Investment Agreement.

Subscription Agreement

Reference is also made to the subscription agreement (the "**Subscription Agreement**") to be entered into on or about the date hereof among the Corporation, Gestion Allard et Dubé Inc. ("**GAD**"), MSBi Investment Fund, Limited Partnership ("**MSBi**"), MSBi Valorisation Inc. ("**MSBiV**") and Drew D. Perkins Trust-1999 UDT ("**Perkins**"), providing for, *inter alia*, subject to the conditions precedent to the Closing set forth in Section 8.2 of the Subscription Agreement: (i) on the Closing Date, the conversion by MSBi, MSBiV and Perkins of the issued and outstanding Convertible Debenture No. 2008-1 dated December 19, 2008, Convertible Debentures No. 2009-1 and No. 2009-2 dated May 8, 2009 and Convertible Debentures No. 2009-3 and No. 2009-4 dated October 30, 2009 (the "**Debentures**"), into an aggregate of 8,350,866 B-1 Units, at a price per B-1 Unit of \$0.79148 for 1,322,828 B-1 Units and \$0.63318 for 7,028,038 B-1 Units; (ii) on the Closing Date, the subscription by GAD and MSBi for an aggregate of 1,895,184 B-2 Units representing an aggregate purchase price of \$1,500,000.24; and, as the case may be, (iii) no later than March 31, 2012, the subscription by Additional Investors for up to 1,263,455 B-2 Units on the same terms and conditions as those contained in the Subscription Agreement, the whole pursuant to the terms and conditions of the Subscription Agreement (collectively, the "**Subscriptions**"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Subscription Agreement.

Consent by Class A Special Approval – Reflex Photonics Inc. – January 2012

The Articles of Amendment, the Investment and the Subscriptions are collectively referred to herein as the "Transactions".

The undersigned acknowledges having received and reviewed a copy of the Articles of Amendment, the Investment Agreement and the Subscription Agreement.

Shareholders' Agreements

Reference is also made to the Amended and Restated Shareholders Agreement entered into between the Corporation and all of its shareholders dated February 22, 2010 (the "Shareholders Agreement").

Consent to the Transactions

The undersigned hereby consents to the Transactions, the whole in accordance with Section 3.3 of the Shareholders Agreement.

Miscellaneous

This agreement shall be governed by the laws of the Province of Québec and may be executed by the undersigned in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

The parties hereto confirm that they have agreed that this agreement be drafted in English. *Les parties aux présentes confirment qu'elles ont accepté que la présente convention soit rédigée en anglais.*

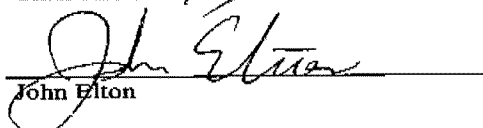
EXECUTED THIS JANUARY 26, 2012

MSBi INVESTMENT FUND, LIMITED PARTNERSHIP, hereby represented by its general partner **MSBi Management, Limited Partnership**, itself, represented by its general partner, **iNovia Capital Inc.**

By:


Chris Arsenault

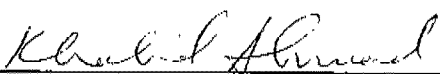
By:


John Elton

Consent by Class A Special Approval – Reflex Photonics Inc. – January 2012

Acknowledged and Agreed:

REFLEX PHOTONICS INC.

By: 
Khalid Ahmad, President and CEO

Consent by Class A Special Approval – Reflex Photonics Inc. – January 2012

SCHEDULE "D"

TO

**THE UNIVERSAL HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS**

BETWEEN

BDC CAPITAL INC.

AND

**RÉFLEX PHOTONIQUE INC. /
REFLEX PHOTONICS INC.**

LIST OF INTELLECTUAL PROPERTY

(SEE FOLLOWING PAGES)

SCHEDULE D**LIST OF INTELLECTUAL PROPERTY****1. Intellectual property registered at the Canadian Intellectual Property Office ("CIPO")****1.1. Trademark applications****Not applicable****1.2. Registered trademarks****Not applicable****1.3. Patent applications**

1.3.1. **"OPTICALLY ENABLED HYBRID SEMICONDUCTOR PACKAGE"**, patent filed at CIPO under application number CA 2635431, and published at CIPO on June 15, 2006 under the Patent Cooperation Treaty ("PCT"), under PCT filing number PCT/CA2005/001855 and international publication number WO2006/060909;

1.3.2. **"A TWO SUBSTRATE PARALLEL OPTICAL SUB-ASSEMBLY"**, patent filed at CIPO under application number CA 2738346, and published at CIPO on April 2, 2009 under the PCT, under PCT filing number PCT/CA2008/001708 and international publication number WO2009/039652;

1.3.3. **"OPTICALLY-ENABLED INTEGRATED CIRCUIT PACKAGE"**, patent filed at CIPO under application number CA 2685971, and published at CIPO on November 15, 2007 under the PCT, under PCT filing number PCT/CA2007/000789 and international publication number WO2007/128118;

1.3.4. **"ENCAPSULATED OPTICAL PACKAGE"**, patent filed at CIPO under application number CA 2569265, and published at CIPO on February 3, 2005 under the PCT, under PCT filing number PCT/CA2004/001408 and international publication number WO2005/010580;

1.3.5. **"OPTICAL FERRULE"**, patent filed at CIPO under application number CA 2569263, and published at CIPO on February 3, 2005 under the PCT, under PCT filing number PCT/CA2004/001084 and international publication number WO2005/010587;

1.4. Registered patents**Not applicable**

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2. **Intellectual property registered at the United States Patents and Trademarks Office ("USPTO")**

2.1. Trademark applications

Not applicable

2.2. Registered trademarks

- 2.2.1. **"REFLEX PHOTONICS** (design plus words, letters, and/or numbers)", registered at the USPTO on July 15, 2008, under registration number 3469804;
- 2.2.2. **"REFLEX PHOTONICS** (standard character mark)", registered at the USPTO on July 15, 2008, under registration number 3469803;
- 2.2.3. **"INTERBOARD** (standard character mark)", registered at the USPTO on July 24, 2007, under registration number 3269336;
- 2.2.4. **"LIGHT ON BOARD** (standard character mark)", registered at the USPTO on October 16, 2007, under registration number 3313524.

2.3. Patent applications

- 2.3.1. **"OPTICAL BACKPLANE RACK ASSEMBLY WITH EXTERNAL OPTICAL CONNECTORS"**, filed at the USPTO on November 13, 2009 under serial number 618309, and registered on May 19, 2011, under application number 20110116755;
- 2.3.2. **"OPTICALLY-ENABLED INTEGRATED CIRCUIT PACKAGE"**, filed at the USPTO on April 14, 2010 under serial number 760013, and registered on August 26, 2010, under application number 20100215317;
- 2.3.3. **"METHOD AND DEVICE TO IMPROVE SIGNAL-TO-NOISE RATIO IN HIGH SPEED OPTICAL DATA COMMUNICATIONS"**, filed at the USPTO on July 10, 2009, under serial number 501110, and registered on July 8, 2010, under application number 20100172609;
- 2.3.4. **"OPTICAL SUB-ASSEMBLY WITH STRAIN RELIEF FEATURE"**, filed at the USPTO under application number 12/958,051.

2.4. Registered patents

- 2.4.1. **"ENCAPSULATED OPTICAL PACKAGE"**, patent registered at the USPTO on October 26, 2010 under registration number 7,820,462, and published at the USPTO on February 3, 2005 under the PCT, under PCT filing number PCT/CA2004/001408 and PCT publication number WO2005/010580;

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- 2.4.2. **"OPTICALLY-ENABLED INTEGRATED CIRCUIT PACKAGE"**, patent registered at the USPTO on June 1, 2010 under registration number 7,729,581;
- 2.4.3. **"METHOD FOR ASSEMBLING A TWO SUBSTRATE PARALLEL OPTICAL SUB-ASSEMBLY"**, patent registered at the USPTO on May 26, 2009 under registration number 7,537,394;
- 2.4.4. **"OPTICAL CONNECTOR ASSEMBLY"**, patent registered at the USPTO on April 21, 2009 under registration number 7,522,807;
- 2.4.5. **"A TWO SUBSTRATE PARALLEL OPTICAL SUB-ASSEMBLY"**, patent registered at the USPTO on April 14, 2009 under registration number 7,517,159;
- 2.4.6. **"OPTICALLY ENABLED HYBRID SEMICONDUCTOR PACKAGE"**, patent registered at the USPTO on April 3, 2007 under registration number 7,200,295;
- 2.4.7. **"OPTICAL FERRULE"**, patent registered at the USPTO on March 27, 2007 under registration number 7,197,224;
- 2.4.8. **"METHOD OF MANUFACTURING AN OPTOELECTRONIC PACKAGE"**, patent registered at the USPTO on February 20, 2007 under registration number 7,178,235.

3. **Patents registered at the European Patent Office ("EPO")**

3.1. Patent applications

Not applicable

3.2. Registered patents

- 3.2.1. **"OPTICALLY-ENABLED INTEGRATED CIRCUIT PACKAGE"**, patent registered at the EPO on November 15, 2007 under registration number EP2021848;
- 3.2.2. **"A TWO SUBSTRATE PARALLEL OPTICAL SUB-ASSEMBLY"**, patent registered at the EPO on April 2, 2009 under registration number EP2198331;
- 3.2.3. **"A TWO DIMENSIONAL OPTICAL CONNECTOR"**, patent registered at the EPO on September 23, 2010 under international publication number WO2010105369;
- 3.2.4. **"OPTICAL FERRULE"**, patent registered at the EPO on February 3, 2005 under registration number EP1664871;

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3.2.5. "OPTICAL FERRULE", patent registered at the EPO on April 1, 2012 under registration number EP2402805;

3.2.6. "A SCREEN-PRINTING METHOD OF ENCAPSULATING OPTOELECTRIC CHIPS", patent registered at the EPO on February 3, 2005 under registration number EP1654572.

4. **Patents registered at the Japan Patent Office ("JPO")**

4.1. Patent applications

4.1.1. "OPTICAL FERRULE", patent pending, filed at the JPO on July 23, 2004, under international patent number 2006-520642 (JP);

4.1.2. "ENCAPSULATED OPTICAL PACKAGE", patent pending, filed at the JPO on June 16, 2006 under international patent numbers 2006-528834 and 2006-520643;

4.1.3. "INTEGRATED CIRCUIT PACKAGE", patent pending, filed at the JPO on May 7, 2007, under international patent number 2009-508068 (JP);

4.1.4. "OPTICALLY-ENABLED INTEGRATED SEMI-CONDUCTOR PACKAGE", patent pending, filed at the JPO on December 7, 2005, under international patent number 2007-543674 (JP);

4.1.5. "A TWO SUBSTRATE PARALLEL OPTICAL SUB-ASSEMBLY", patent filed at the JPO on March 23, 2010 (file number 05016005-10JP).

4.2. Registered patents

Not applicable

5. **Patents registered at the China Patent and Trademark Office ("CTPO")**

5.1. Patent applications

Not applicable

5.2. Registered patents

5.2.1. "OPTICALLY-ENABLED HYBRID SEMI-CONDUCTOR PACKAGE", published at the CPTO on May 14, 2008, under publication number 101180562;

5.2.2. "OPTICALLY-ENABLED INTEGRATED CIRCUIT PACKAGE", published at the CPTO on July 1, 2009, under publication number 101473258;

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5.2.3. "A TWO SUBSTRATE PARALLEL OPTICAL SUB-ASSEMBLY",
published at the CPTO on August 18, 2010, under publication number
101809477A.

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